

MEMO TO: City Council

FROM: Rosemarie Ives, Mayor

DATE: September 5, 2006

SUBJECT: **INTERLOCAL COOPERATION AGREEMENT BETWEEN KING COUNTY, THE CITY OF REDMOND AND THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY FOR FUNDING, DESIGN, CONSTRUCTION AND USE OF THE REDMOND TRANSIT CENTER**

I. RECOMMENDED ACTION

Authorize the City of Redmond to enter into an interlocal cooperation agreement with King County and Sound Transit for funding, design, construction and use of the Downtown Redmond Transit Center.

II. DEPARTMENT CONTACTS

Dave Rhodes, Director of Public Works	556-2705
Bill Campbell, City Engineer/Assistant Director of Public Works	556-2733
Joel Pfundt, Principal Planner	556-2750

III. DESCRIPTION

The Downtown Redmond Transit Center Project is scheduled to be under construction February of 2007. The project will look almost identical to the original vision established through the participation of many different interested parties and stakeholders. It will transform the current Downtown Redmond Park and Ride, which acts as Downtown Redmond's de facto transit center, into a high quality transit center meant to promote and increase the use of transit in Redmond. The primary elements of the project include improving the pedestrian environment for transit patrons and other people walking in the area, as well as expanding transit capacity and improving transit efficiency. This project also enables development of the current surface park and ride on the south side of NE 83rd Street into a parking structure for the park and ride, and a new transit oriented development that will include housing and retail space.

The transit center project has been developed over the last two and a half years by a partnership of the City of Redmond, King County Metro and Sound Transit. King County Metro has taken a leadership role assisting with the funding of a preliminary

design, successfully leading efforts to secure federal grant funding and leading the design and construction effort. The City of Redmond has provided staff support throughout the project and contributed financial resources to construct the intersection improvements and signal at NE 83rd Street and 161st Ave NE, which are critical to the project. Sound Transit's role has been to contribute funds to the project that were previously allocated to the Willows Road HOV Lane Project.

The attached interlocal cooperation agreement between the City, King County and Sound Transit is meant to formalize this partnership and define the funding, design, construction and use of the transit center. The interlocal agreement has been reviewed and agreed to by all three agencies. City of Redmond review has included staff from Public Works Administration, Engineering, Transportation and Street Maintenance and Parks Operations; Comprehensive Planning; and the City Attorney. Some key elements of the agreements are:

- Describes what the scope of the project shall include.
- Defines the role of each party to the agreement during design, construction and use of the transit center.
- Establishes that Sound Transit is contributing a maximum of \$6,000,000 to the project and King County Metro is contributing \$1,100,000 in grant funding.
- Ensures that public transit agencies have the right to use the transit center.
- Commits the City to vacate the sliver of right-of-way on the south side of NE 83rd Street, which was earlier on tonight's City Council agenda. It also commits the County to dedicate the associated sliver of land as right-of-way to the City.
- Defines maintenance responsibilities and levels in the area, which can be summarized as follows:
 - King County Metro is responsible for maintenance and repairs of their property including the entire transit plaza (a.k.a. comfort station island), as well as the shelters, trash receptacles and associated items along NE 83rd Street.
 - The City of Redmond is responsible for maintenance of the The Edge Skate Park and NE 83rd Street right-of-way, not including the elements mentioned above that are part of the transit center.
- Defines the facility as having a 20 year useful life and the way by which the City would terminate use in advance of this and the compensation that would be owed to King County.
- Defines how disputes would be resolved.

IV. IMPACT

A. Service Delivery: Approval of this interlocal agreement by the City will mean we are one step closer to completing the Transit Center. Once the City has approved the

agreement it will be approved by King County and Sound Transit. Having an approved agreement is required for the project to be put out to bid for construction.

- B. Fiscal:** No other funds have been budgeted for this project. City of Redmond maintenance and repair responsibilities are for the existing street and park, although some additional items such as pedestrian level street lighting along the corridor will result in new maintenance responsibilities. Maintenance and repair of many of the new amenities along the corridor will be the responsibility of King County.

V. ALTERNATIVES

- A. Make Amendments and Approve the Interlocal Agreement:** This proposed interlocal agreement was developed by staff and legal council from the City, King County and Sound Transit. Amendments to this agreement should only be undertaken if significant changes are needed and will likely result in the delay of the start of construction of the project.
- B. Do Not Approve Interlocal Agreement:** Failure to approve the agreement would result in the Downtown Redmond Transit Center not being constructed. It would also be inconsistent with Resolution 1188 – Supporting the Downtown Transit Center and Requesting Sound Transit to Redesignate funds for the Design and Construction of the Center passed by the City Council on June 15, 2004.

VI. TIME CONSTRAINTS

Approval of this agreement is critical in order to go to bid this fall and be under construction in February of 2007. Once the City Council authorizes the Mayor to sign the agreement it will move on to the King County Council for their approval. Once the King County Council has approved the agreement it will then go to the Sound Transit Finance Committee and Board for their approval. This process is estimated to be complete in October.

If you have any questions regarding this process please contact Joel Pfundt at 425-556-2750 or jpfundt@redmond.gov.

VII. LIST OF ATTACHMENTS

- Exhibit A Interlocal Cooperation Agreement Between King County, The City of Redmond and The Central Puget Sound Regional Transit Authority for Funding, Design, and Construction and Use of the Redmond Transit Center

Exhibit B Interlocal Cooperation Agreement Between King County and The City of Redmond for the Operation and Maintenance of the Redmond Transit Center

/s/

David Rhodes, Director of Public Works

8/25/06
Date

Approved for Council Agenda Jane Christenson for
Rosemarie Ives, Mayor

8/25/06
Date

EXHIBIT A

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
KING COUNTY, THE CITY OF REDMOND AND THE CENTRAL PUGET
SOUND REGIONAL TRANSIT AUTHORITY FOR
FUNDING, DESIGN, CONSTRUCTION AND USE OF THE
REDMOND TRANSIT CENTER**

This Agreement, dated this _____ day of _____, 2006 is made by and between King County (hereinafter “County”), the City of Redmond (hereinafter “City”), and the Central Puget Sound Regional Transit Authority (hereinafter “Sound Transit”) and as may be referred to individually as “Party” and collectively as “Parties”.

1. RECITALS

WHEREAS, Sound Transit is a duly organized regional transit authority existing under Chapters 81.104 and 81.112 RCW and has all powers necessary to implement a high capacity transportation (“HCT”) system; and

WHEREAS, pursuant to Chapters 36.56 and 35.58 RCW and public vote, the County is authorized to perform the metropolitan municipal corporation public transportation functions; and

WHEREAS, the City is an optional municipal code city organized under Title 35A of the RCW; and

WHEREAS, on November 5, 1996, Central Puget Sound area voters approved local funding for *Sound Move*, Sound Transit’s ten-year regional transit plan. The plan includes three new types of regional transportation – light rail, Tacoma-to-Everett commuter rail and a regional express bus/HOV system – that will be integrated with local transit systems and use a single or integrated, regional fare structure; and

WHEREAS, *Sound Move* called for the development of Willows Road Arterial Improvements in the City area; and

WHEREAS, Sound Transit, the City and the County jointly determined there would be no benefit to the regional express bus/HOV system from a Willows Road Arterial Improvements project, therefore, on December 9, 2004, the Sound Transit Board amended *Sound Move* to include the Redmond Transit Center as provided in Resolution No. R2004-19; and

WHEREAS, Sound Transit, the City and the County jointly determined a transit center in Redmond (as more fully described herein) located at NE 83rd Street between 161st Avenue NE and 164th Avenue NE and including the County's property on the north side of NE 83rd Street at this location (hereinafter "Project") would be a benefit to the regional express bus/HOV system; and

WHEREAS, the County's *Six-Year Transit Development Plan* includes establishment of a transit hub in Redmond to provide bus bay capacity to support King County Metro service; and

WHEREAS, the Project is consistent with the City of Redmond Comprehensive Plan, and Transportation Master Plan, adopted November 15, 2005; and

WHEREAS, on June 15, 2004, the City Council for the City approved Resolution 1188 supporting the development of the Project as shown in Exhibit A, attached; and

WHEREAS, the success of *Sound Move* and County bus service within King County is heavily dependent upon close cooperation for the provision of a seamless system to transit users; and

WHEREAS, Sound Transit and the County recognize the need to collaborate to design transit routes and facilities to effectively and efficiently provide bus service to the communities; and

WHEREAS, Sound Transit and the County have entered into a Memorandum of Understanding Establishing a Cooperative Relationship whereby they agreed to working principles to facilitate the planning, design, construction, operation and maintenance of capital projects identified in *Sound Move* as amended. In addition, Sound Transit and the County have entered into a Memorandum of Understanding Establishing a Program Understanding Regarding the Regional Express/HOV Program in which they agreed to a working relationship for the Regional Express Program elements of *Sound Move* located in King County; and

WHEREAS, the City is responsible for administering state and local land use laws and development regulations that will apply to the development of the Project, as specified in the City of Redmond Comprehensive Plan, and Transportation Master Plan; and

WHEREAS, Sound Transit and the County agree that either party may forego ownership rights at this location in exchange for a non-exclusive perpetual right to use the property or portions of the property acquired for transit or transit-related use; and

WHEREAS, the Parties have developed a design configuration for the Project and will be developing architectural concepts and proceeding with project-level environmental review and permitting for the Project; and

WHEREAS, Sound Transit, the City and the County desire to set forth their respective roles and obligations in developing architectural concepts, project-level environmental review, public involvement, design, permitting, funding and construction of the Project; and

WHEREAS, Ch. 39.34 RCW authorizes the Parties to enter into agreements to jointly or cooperatively exercise their powers,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows.

2. PURPOSE AND DESCRIPTION

2.1 Purpose of Agreement

This Agreement provides for the funding, design, construction and use of the Project. The Parties agree to work collaboratively to fund the Project, involve the public, complete environmental review, develop the design, construct the Project and authorize use of property and the Project. The Parties agree to cooperate in developing the Project such that it is completed on schedule, within budget and is consistent with the approved Site Plan, attached as Exhibit A, as set forth in this Agreement.

2.2 Description of Project

The Project is a transit center located at NE 83rd Street between 161st Avenue NE 164th Ave NE and includes the County's property on the north side of NE 83rd Street at this location along with portions of City property and road right of way. The Project improvements include: six transit passenger loading spaces; six bus layover spaces; up to two paratransit spaces; up to two transit operator's comfort stations; custom transit passenger shelters; transit passenger amenities; improved pedestrian connections; a mid-block pedestrian crossing; bicycle parking; closing the existing western vehicle access on NE 83rd Street to the Redmond Park-and-Ride; constructing a new vehicle access on 161st Avenue NE to the Redmond Park-and-Ride; modifications to the northwest corner at the intersection of NE 83rd Street/164th Avenue NE; pedestrian improvements between 161st Avenue NE and 164th Avenue NE; and cement concrete pavement accented with random colored rectangles. Together the aforementioned improvements will be referred to as the "Project Improvements." Attached as Exhibit A and incorporated herein by reference is the approved Site Plan for the Project, which consists of the following transit-related Project Improvements: the six transit passenger loading spaces; six bus layover spaces; up to two paratransit spaces; up to two transit operator's comfort stations; custom transit passenger shelters; bicycle parking; and transit passenger amenities located along and adjacent to NE 83rd Street between 161st Avenue NE and 164th Avenue NE.

3. INTERGOVERNMENTAL COORDINATION AND COOPERATION

The Parties recognize the need for cooperation to expedite environmental review, permit review, design development, and construction of the Project. The Parties agree to coordinate and expedite work on the Project as follows:

3.1 Designated Representatives

To ensure effective and efficient cooperation and review, each Party shall designate a representative ("Designated Representative") responsible for communications between the Parties and as a central point of contact for the Project. The Designated Representatives will be:

City of Redmond:

Joel Pfundt
15670 NE 85th Street
P.O. Box 97010 MS: 2NPW
Redmond, WA 98073-9701
425-556-2750
jpfundt@redmond.gov

King County:

Sally Turner
201 South Jackson Street
Seattle, WA 98104
206-263-4581
sally.turner@metrokc.gov

Sound Transit:

Fred Wilhelm
401 South Jackson Street
Seattle, WA 98104
206-398-5251
wilhelmf@soundtransit.org

The Designated Representatives are responsible for ensuring that the Parties' objectives stated in the Recitals, Purpose, the schedule objectives stated in Section 7, and the budget and funding limitations stated in Section 8 are met. Designated Representatives are also responsible for coordinating the various agency or department staff assigned to the Project. The Parties reserve the right to change Designated Representatives, with notice to the other parties, as the Project progresses through design and construction. This list may be updated whenever any Designated Representative is changed by supplement attached to this Agreement.

3.2 Project Management Team (PMT)

The Parties will work through a Project Management Team (PMT) made up of the Designated Representatives and other staff members as necessary for development of the Project. The PMT will discuss and finalize the design objectives for the Project, consistent with the budget and schedule. The PMT will build on the environmental and design work accomplished to date by Sound Transit, the City and the County. The PMT will meet at least once a month and will schedule additional meetings with additional

Sound Transit, City and County staff and consultants as necessary. The County's Designated Representative will lead the PMT, call and conduct its meetings.

3.3 Authority within Parties

Each Party will establish clear lines of authority within its organization and identify staff members within each Party who will provide technical/professional expertise and approvals.

The Parties will provide a list of staff to the Project Management Team. Each Party's staff shall be responsible to their respective Designated Representative, providing technical/professional expertise and input to support the Project. Each Party's staff are responsible for coordinating their department's/division's/section's involvement with the Project and shall work through the Designated Representative to ensure that the Project objectives, including the scope, schedule and budget, are met.

3.4 Project Design and Approvals

3.4.1 Design Development

The Parties agree to expeditiously review and comment on the Project to allow the Project to progress on schedule and within budget. The Parties will be asked to review and comment on design concepts, drawings and specifications at 30%, 60%, and 90% final design. The aforementioned reviews shall be no less than fourteen calendar days in length and not more than twenty-one calendar days in length, unless otherwise agreed upon by all Parties. The design of the Project will address ongoing maintenance and operational requirements of the transit operators. If one of the Parties to the Agreement requests revisions requiring significant revisions to the Project scope or causes Project delays, the Party seeking the scope revisions or causing the delays may be responsible for the cost of design revisions and cost impacts due to delays. The City's actions as the permitting authority (see Paragraph 3.4.2) for the Project shall not be construed as falling within the delay or cost recovery provisions of the preceding sentence. The Parties understand that the City may condition approval of the Project or may require additional information or revisions during Project Review as a means of ensuring the Project complies with City regulations, and nothing in the preceding language or in this Agreement shall be construed as making the City financially responsible for any costs or delay associated with such conditions or revisions. Informal plan reviews by the City at all levels during the design development process are intended to expedite the issuance of development permits upon submittal of formal permit applications.

3.4.2 Permit Approvals

The City shall have final authority, as a land use permitting agency with authority vested under the laws of the State of Washington, to render a decision on the site plan application for the Project site plan. The formal approval process shall be that which is

specified in the City Community Development Guide for "site plan review." The City agrees to expeditiously review the proposed Project site plan.

4. ENVIRONMENTAL REVIEW, DESIGN, AND CONSTRUCTION: ROLES AND RESPONSIBILITIES

4.1 Role of the County

4.1.1 Environmental, Land Use

The County will be the Project applicant and the lead agency for the environmental review including all technical analyses necessary for the Project. The County will undertake and complete all necessary environmental, land use and other review processes, issuing and/or obtaining all permits licenses, easements and approvals necessary to perform the construction work. The County will prepare and submit applications and materials for the necessary City of Redmond permits, including application for Site Plan Entitlement.

4.1.2 Design

The County will be responsible for the preparation of construction contract documents consistent with Exhibit A. The County will work through the PMT to insure that the interests of the Parties are represented in discussions and decisions during Project design and construction. The County will provide the Parties with copies of contract documents at the 30%, 60% and 90% design completion stages. At each of these stages, the County will request, through the PMT, the Parties' review of and comments on the documents within the timeframes identified in Section 3.4.1 of this Agreement. Upon completion of the design and permit processes, the County will secure a construction contractor to construct the Project.

4.1.3 Property Dedication

The County owns certain real property interests needed for the construction and operation of the Project. The County will dedicate to the City, under a separate agreement, a portion of its property along the frontage of NE 83rd Street which abuts the north limits of NE 83rd Street for street right-of-way and which is necessary to realign NE 83rd Street with the portions of NE 83rd Street to the west and east of the Transit Center.

4.1.4 Easements

The County will convey to the City such easements as required by the Site Plan Entitlement Notice of Decision, dated November 22, 2005, and the Site Plan Entitlement Notice of Decision – Revised Conditions, dated December 13, 2005.

4.1.5 Construction

The County shall cause to be performed all construction work necessary to construct the Project based on the plans and specifications approved by the Parties in accordance with this Agreement. Upon completion of construction the County will furnish as-built drawings to the City documenting changes made during construction, providing the content and format as required by the City.

4.2 Role of Sound Transit

Sound Transit will participate in the design development process including, project level environmental review, public involvement, design, permitting, and construction processes through the PMT. Sound Transit will provide input to the project level environmental review process and participate in the public involvement effort. In addition, Sound Transit will provide timely review of and comments on the Project design and construction documents, as specified in Section 3.4 Project Design and Approvals, and will contribute a portion of the funding for the design and construction of the facility as specified in Section 7 Funding and Payment.

4.3 Role of the City

4.3.1 Public and Community Involvement

The City will be responsible for leading the community involvement effort for development of the Project, exclusive of public review related to the environmental review process. The City will provide guidance and coordinate communications with the general public and community groups within the City of Redmond.

4.3.2 Environmental, Land Use

The City shall provide the County with all standards and specifications to which the design must conform in order to be acceptable to the City.

4.3.3 Design

The City shall provide the County with all standards and specifications to which the design must conform in order to be acceptable to the City. The City will, consistent with applicable law, provide input to the design development process through the PMT and review and make decisions on all applications necessary to complete the Project.

4.3.4 Use of City Property

The City, by this Agreement, agrees to allow the County and other public transportation service providers, including but not limited to Sound Transit, to use city property

necessary for development and on-going operation of the Project as shown in Exhibit A until such time as operation of the Project is discontinued by the County at this location.

4.3.5 Operations and Maintenance

The City shall actively participate in discussions concerning on-going operation and maintenance of the Project, and shall assume responsibility for operations and maintenance of specific portions of the Project as agreed upon by the Parties. The Parties shall identify the responsible party for maintenance of the various Project elements under a separate agreement.

4.3.6 Property Vacation

The City shall vacate the portion of NE 83rd Street right-of-way which is not necessary for use as street right-of-way and as requested by the County, generally located on the south side of NE 83rd Street abutting the parcels containing the existing Redmond Park-and-Ride.

4.3.7 Permits Acquisition

The City shall commit staff to expeditiously review necessary submittals to maintain the Project schedule and budget. Utility fees and connection charges will not be waived. The City is not responsible for funding any elements of this agreement, unless otherwise agreed to by the Parties.

The City shall expedite land use, development and construction permit review and processing and shall assist the County, to the extent possible, in completing the permit requirements for the Project in an effort to complete the Project on schedule, within budget and consistent with the approved Site Plan. The City's obligation to expedite review of the Project shall apply only to the extent that the same can be done consistent with the City's obligation to process other permit applications under the law and to the extent that the schedule, budget, and goals are consistent with the City's applicable regulations. Conditioning the Project to meet the City's regulations shall not be deemed a violation of the City's obligations to cooperate on schedule, budget, and goals. The City's participation on the PMT for the purpose of finalizing the project design under Section 3.2 is not intended to affect the City's ability to review the Project under all applicable City regulations and criteria.

5. PUBLIC AND COMMUNITY INVOLVEMENT

The Parties shall work cooperatively to develop and implement a public involvement process for the development, design, and construction of the Project. The City shall provide guidance and coordinate communications with the general public and community groups within the City. All Parties agree to assist in the public involvement process, including community meetings, as determined necessary by the PMT.

6. SCHEDULE OBJECTIVES

The Parties acknowledge the importance of completing the Project so that the regional express and local transit service improvements are coordinated with the opening of the Project. The PMT will review the schedule tasks, durations and target dates as one of their initial work tasks. Accordingly, the Parties will establish and maintain the agreed upon schedule objectives and target dates with the goal of reaching substantial completion of the Project by the end of 2007.

7. FUNDING AND PAYMENT

7.1 Sound Transit Funding

Subject to the conditions of this Agreement, Sound Transit agrees to provide to the County a maximum contribution of Six Million Dollars (\$6,000,000.00) for development of the Project. Sound Transit's financial contribution to the Project is limited to the amount stated in this Section. If the actual costs of the Project exceed the total project budget, Sound Transit shall not be responsible for securing additional funding. Sound Transit's funding contribution is intended to pay a portion of the costs associated with the Project including, but not limited to, environmental review, preliminary engineering, public involvement, project management, final design, construction, construction management and County administrative costs. The Parties agree to work to ensure that the Project will be completed within the available total project budget, which has been established based on Sound Move's and the County's budget. If any Party desires to expand the scope of the Project beyond that described in the Recitals herein that Party shall be responsible for providing necessary funding for such expansion. Each Party will fund the costs of its own participation in coordination activities called for in this Agreement.

7.2 Invoices and Payment

Sound Transit shall pay to the County the amount of Six Million Dollars (\$6,000,000.00) for the design and construction of the Project, payable in four installments as follows.

- A. Upon completion of final design and beginning advertising of the Project construction contract, Sound Transit shall pay the County One Million Dollars (\$1,000,000.00).
- B. Upon completion of thirty percent (30%) of the value of the construction contract, as determined by the County, Sound Transit shall pay the County One Million Five Hundred Thousand Dollars (\$1,500,000.00).
- C. Upon completion of sixty percent (60%) of the value of the construction contract, as determined by the County, Sound Transit shall pay the County Two Million Dollars (\$2,000,000.00).

- D. Upon completion of one hundred percent (100%) of the value of the construction contract, as determined by the County, and final acceptance of the Project by the County, Sound Transit shall pay the County a maximum of One Million Five Hundred Thousand Dollars (\$1,500,000.00). This final payment may be lower than the maximum if cost savings are realized on the Project. If there are any cost savings on the Project, the County shall apply 100% of the Project cost savings to reduce Sound Transit's contribution, but only until further reduction of Sound Transit's contribution would cause loss of Federal funds due to local match requirements.

The County shall submit an invoice to Sound Transit upon completion of each of the milestones identified above requesting payment as appropriate for the milestone completed. Sound Transit shall review the invoices and within 30 calendar days after receipt of such invoices shall notify the County, in writing, of the amount approved for payment and rejected, and the reason for rejected amounts. If the invoices are approved, Sound Transit shall pay the County within 30 calendar days after approval of each such invoice. Payment of these amounts by Sound Transit shall constitute Sound Transit's sole funding obligations for the design and construction of the Project.

7.3 King County Grants

The County will provide for design and construction of the Project approximately \$1,200,000.00 in Federal grants provided to the County by the Federal Transit Administration (hereinafter "FTA") as well as other grants that may become available for the Project.

8. CONTRACTING FOR SERVICES

8.1 Contract Administration

The County shall be solely responsible for the execution, administration, and fulfillment of any contracts it enters into for the performance of its responsibilities under this Agreement. In no event shall any contract entered into by the County to which the Parties are not signatories be construed as obligating any of the other Parties, except to the extent that such parties have obligated themselves, pursuant to this Agreement, to provide the funds to the County to support such contracts. All consultant and construction contracts shall comply with applicable public works and procurement laws and regulations including, but not limited to, bonding, prevailing wage, nondiscrimination, retainage requirements, insurance, and workers compensation.

8.2 Minority And Women-Owned Business Enterprises (MWBE)

The County shall take all necessary and reasonable steps to ensure that Minority and Women-Owned Business Enterprises (MWBE) have the maximum opportunity to participate in the contracting of goods and/or services under this Agreement. In

contracted work, the County shall make affirmative efforts to solicit and to ensure that its contracts use MWBEs that have been certified by the State of Washington.

9. OWNERSHIP, RIGHTS TO USE AND TERMINATION

9.1 Ownership of Project Improvements

The Project Improvements on County property shall be owned by the County. The Project Improvements on City property shall be owned by the City, except the transit passenger shelter and associated footing and litter receptacle on the City property containing The Edge Skate Park. The transit passenger shelter and associated footing and litter receptacle on the City property containing The Edge Skate Park shall be owned by the County.

9.2 Use Rights

9.2.1 The County, and other public transportation service providers, including but not limited to Sound Transit, shall have the right to use the Project at NE 83rd Street between 161st Ave NE and 164th Ave NE and portions of The Edge Skate Park for the Project as shown in Exhibit A until such time as operation of the Project is discontinued by the County at this location.

9.2.2 The County and other public transportation service providers, including but not limited to Sound Transit, shall have the right to use the portion of The Edge Skate Park along the frontage of NE 83rd Street for bus passenger loading, unloading and waiting as shown in Exhibit A until such time as operation of the Project is discontinued by the County at this location.

9.3 Termination

9.3.1 After the effective date of this Agreement and prior to final acceptance by the County of the Transit Center Improvements, any party may terminate this Agreement for the default of the other party or for its convenience and without cause by providing the other parties with advance notice in writing. A party that terminates the Agreement - unless the termination is due to a default, in which case the defaulting party shall be responsible - under this subsection shall pay to the other parties all of the costs said other parties incurred to design and construct the Transit Center, not including the cost of land.

9.3.2 After final acceptance of the Transit Center Improvements, any party may terminate this Agreement for the default of another party or for its convenience and without cause by providing the other parties with advance notice in writing. If the County terminates this agreement for convenience and discontinues operation of the Project, the County shall reimburse Sound Transit as provided in this subsection. If the City terminates this Agreement for convenience and the County is reasonably required to discontinue operations of the Project as a result, the City shall reimburse Sound Transit as

provided in this subsection. If the termination is due to a default, the defaulting party shall be responsible for reimbursing Sound Transit as provided in this subsection, if such termination reasonably results in the County discontinuing operation of the Project. The amount of the reimbursement to Sound Transit by the responsible party shall consist of all of the payments for the Project made by Sound Transit pursuant to Section 7.2 above reduced by a depreciation factor for each year of Project operation, assuming straight-line depreciation over a 20 year useful life.

9.3.3 The County may discontinue operation of the Project without the responsible party being required to reimburse Sound Transit as set forth in Subsection 9.3.2 above, if the responsible party provides a replacement facility acceptable to Sound Transit.

10. DISPUTE RESOLUTION

The County, Sound Transit and the City will work collaboratively to resolve disagreements arising from activities performed under this Agreement. Disagreements will be resolved promptly and at the lowest level of hierarchy. The following is a guide intended to resolve the maximum number of issues at the lowest organizational level:

- A. The Designated Representatives shall use their best efforts to resolve disputes and issues arising out of or related to the tasks covered by this Agreement. The Designated Representatives shall communicate regularly to discuss the status of the tasks to be performed and to resolve any issues or disputes related to the successful performance of this Agreement. The Designated Representatives will cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any issues or disputes arising during the term of this Agreement.
- B. Each Designated Representative shall notify the others in writing of any problem or dispute that the Designated Representative believes needs formal resolution. The Designated Representatives shall meet within three (3) business days of receiving the written notice in an attempt to resolve the dispute. The Parties may, but shall not be required to, utilize the services of a mediator to assist with problem identification and resolution.
- C. In the event the Designated Representatives cannot resolve the dispute, King County's Department of Transportation Director, Sound Transit's Capital Projects Department Director and the City's Public Works Director or designees shall meet and engage in good faith negotiations to resolve the dispute.
- D. In the event the King County Department of Transportation Director, Sound Transit's Capital Projects Department Director and the City's Public Works Director cannot resolve the dispute, the King County Deputy Executive, Sound

Transit's Deputy Chief Executive Officer and the City's Mayor shall meet and engage in good faith negotiations to resolve the dispute.

- E. The Parties agree that they shall have no right to seek relief under this Agreement in a court of law until and unless each of these procedural steps is exhausted. The preceding sentence shall not apply to the extent that any applicable statute of limitations will or may run during the time that may be required to exhaust the procedural steps set forth above provided, however, that the Parties agree that any legal proceeding brought during such period may be stayed, if consistent with applicable law and if the rights of the Parties will not be prejudiced thereby, while the procedural steps set forth above are satisfied. Nothing in this paragraph is intended to limit the City's right or ability to enforce any conditions of approval for the Project.

11. RIGHT OF ENTRY

The City agrees to work expeditiously to execute any and all rights of entry agreements whereby the County and Sound Transit and their officers, agents, employees, consultants, and contractors shall have the right to enter upon property necessary for the Project at all reasonable times. This entry would be required in order to conduct necessary studies for the preliminary engineering, environmental review, final design and construction of the Project while protecting the City from liability for the entry by the County, Sound Transit or by a third party.

12. RISK OF LOSS AND INDEMNIFICATION

12.1 Risk of Loss and Indemnification for Design and Construction of Project Improvements

To the maximum extent permitted by law, the County and the City shall defend, indemnify and hold harmless each other and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any errors, omissions or negligent acts of the indemnifying party, its contractor, and /or employees, agents, and representatives in performing the design, construction and other work referred to in this Agreement; provided, however, that if, and only if, the provisions of RCW 4.24.115 apply to the work and services under this Agreement, and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the County or its employees, agents, or representatives, or the City, its employees, agents, or representatives, the indemnification applies only to the extent of the negligence of the County or City, its contractor or employees, agents, or representatives. The County and City specifically assume potential liability for actions brought by its own employees against each other and for that purpose the indemnifying

Party specifically waives, as respects the other Parties only, any immunity under the Worker's Compensation Act, RCW Title 51; and the County and the City, each recognizes that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provision of RCW 4.24.115, if applicable. The County and the City shall reasonably notify each other of any and all claims, actions, losses or damages that arise or are brought against each other relating to or pertaining to construction of the Project Improvements. In the event the County or City incurs attorney's fees, costs or other legal expenses to enforce the provision of this section against each other, all such fees, costs and expenses shall be recoverable by the prevailing Party. For purposes of this Agreement, construction of the Project includes design, grading, demolition, removal, disposal, production, erection, construction, repair, or other work required to develop the Project.

12.2 Risk of Loss and Indemnification for Use of Project Improvements

To the maximum extent permitted by law, the County, Sound Transit and the City shall defend, indemnify and hold harmless each other and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any errors, omissions or negligent acts of the indemnifying party, its employees, agents, and representatives related to the use of the Project Improvements; provided, that if any such damages and injuries to persons or property are caused by or result from the concurrent negligence of Sound Transit, its contractor or employees, agents, or representatives, the County or its employees, agents, or representatives, or the City, its employees, agents, or representatives, the indemnification applies only to the extent of the negligence of each Party, its contractor or employees, agents, or representatives. Each Party specifically assumes potential liability for actions brought by its own employees against the other Parties and for that purpose the indemnifying Party specifically waives, as respects the other Parties only, any immunity under the Worker's Compensation Act, RCW Title 51. The County, Sound Transit and the City shall reasonably notify each other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to use of the Project Improvements. In the event any Party incurs attorney's fees, costs or other legal expenses to enforce the provision of this section against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.

13. RECORDS AND AUDIT

During design and construction of the Project and for a period of not less than 6 years from the date of final acceptance of the Project, the County agrees to keep records pertaining to the Project and all charges and expenditures related to the Project. The County's records will demonstrate that the money from the funding sources was properly expended in accordance with all rules, regulations, and documentation requirements of the State and Federal funding agencies.

14. AGREEMENT, AMENDMENTS AND ADDENDA

This Agreement and its exhibits may be amended by mutual agreement of the Parties, including modifications of the scope, funding or responsibilities of the Parties. Any amendment must be approved and signed by the Parties or their designee. All Parties to this Agreement must approve any amendment that constitutes a material change to this Agreement.

14.1 Maintenance

In executing this Agreement, the Parties agree that Sound Transit will not be responsible for any maintenance of the Project. Thus the County and the City agree to allocate maintenance responsibilities as set forth in the Interlocal Cooperation Agreement Between King County and the City of Redmond for the Maintenance of the Project which is attached hereto and incorporated by reference,

14.2 Entire Agreement

This Agreement, including its Recitals and Attachments, embodies the Parties' entire agreement on the issues covered by it, except as supplemented by subsequent amendments to this Agreement. All prior negotiations and draft written agreements are merged into and superseded by this Agreement.

14.3 Severability

If any portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remaining terms and provisions unaffected thereby shall remain in full force and effect. This Agreement shall be governed by the laws of the State of Washington.

14.4 Term of Agreements

This Agreement shall be in place until such time as terminated in accordance with this Agreement or operation of the Project is discontinued by the County at this location.

14.5 Effective Date

This Agreement is effective when it is signed by the Parties, after authorization by each Party's respective governing body and filed in the King County Records Center.

14.6 Execution of Agreement

This Agreement shall be executed in three (3) counterparts, any one of which shall be regarded for all purposes as one original.

IN WITNESS WHEREOF, the parties hereto hereby agree to the terms and conditions of this Agreement as of the date first written above.

CITY OF REDMOND

**CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY**

By: _____

By: _____

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

By: _____
City Attorney

Central Puget Sound Regional
Transit Authority Legal Counsel

KING COUNTY

By: _____

Date: _____

Approved as to Form:

By: _____
King County
Deputy Prosecuting Attorney

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
KING COUNTY AND THE CITY OF REDMOND
FOR THE MAINTENANCE OF THE
REDMOND TRANSIT CENTER**

This MEMORANDUM OF AGREEMENT, dated this ____ day of _____, 2006, is made by and between KING COUNTY (hereinafter referred to as the “County”) and the City of Redmond (hereinafter referred to as the “City”) and as may be referred to individually as “Party” and collectively as “Parties”.

1. RECITALS

WHEREAS, pursuant to Chapters 36.56 and 35.58 RCW and public vote, the County is authorized to perform the metropolitan municipal corporation public transportation functions; and

WHEREAS, the County, as provider of transportation services within King County, desires to establish a transit center in the City of Redmond to better serve the community and to foster connections between regional and local services. The County’s *Six-Year Transit Development Plan* includes establishment of a transit hub in Redmond to provide bus bay capacity to support King County Metro service; and

WHEREAS, the City is an optional municipal code city organized under Chapter 35A RCW and has all powers necessary to supply municipal services commonly or conveniently rendered by cities and towns. In addition, the City is responsible for administering state and local land use laws and development regulations that will apply to the development of the Transit Center as defined herein; and

WHEREAS, on June 15, 2004, the City Council adopted Resolution 1188 supporting development of the Transit Center comprised of bus zones located on NE 83rd Street between 161st Ave NE and 164th Ave NE and new bus-only layover parking located on underdeveloped land owned by the County abutting the north side of NE 83rd Street east of 161st Ave as shown in Exhibit A; and

WHEREAS, the Parties have worked cooperatively in the development of the Transit and recognize the need to collaborate to maintain the Transit Center; and

WHEREAS, the City and the County desire to set forth their respective roles and obligations in the design, permitting, construction, funding, operation and maintenance of the said improvements; and

WHEREAS, Ch. 39.34 RCW authorizes the City and County to enter into agreements to jointly or cooperatively exercise their powers,

NOW THEREFORE, in consideration of these recitals and the mutual covenants herein, it is mutually agreed by and between the Parties as follows:

2. PURPOSE OF AGREEMENT

This Agreement sets forth the terms and conditions by which the Parties will work cooperatively to maintain the Transit Center and adjacent public facilities.

3. DURATION

3.1 Execution

This Agreement shall be executed upon approval by the legislative authority of each party and shall be filed in the King County Records Center.

3.2 Effective Date

This Agreement shall take effect upon final construction acceptance and shall remain in effect until terminated by either party in accordance with this Agreement or until such time as operation of the Transit Center is discontinued by the County at this location.

4. DEFINITIONS

For purposes of the Agreement, the terms used shall have the meanings set forth below:

4.1 City – The City of Redmond, Washington, a municipal corporation

4.2 City Council – The Council of the City of Redmond

4.3 City Project Manager – the individual(s) assigned by the City to carry out the responsibilities of the City under this Agreement

4.4 County – King County, a home rule charter County of the State of Washington

4.5 County Project Manager – the individual(s) assigned by the County to carry out the responsibilities of the County under this Agreement

4.6 Director – King County Director, Department of Transportation

4.7 Graffiti – Defacing painted and finished surfaces with markers and paint and does not refer to the etching, scratching or marring of other surfaces including glass, stainless steel or other unfinished/unpainted metal surfaces

4.8 Mayor – The Mayor for the City of Redmond

4.9 Offensive Graffiti – Graffiti that is racially or ethnically derogatory, words considered profane or socially unacceptable or pictures/drawings of an obscene nature

4.10 Transit Center - Transit related improvements on County property and portions of City property and road right of way including six transit passenger loading spaces; six bus layover spaces; up to two paratransit spaces; up to two transit operator's comfort stations; custom transit passenger shelters; bicycle parking; and transit passenger amenities located along and adjacent to NE 83rd Street between 161st Avenue NE and 164th Avenue NE

5. MAINTENANCE RESPONSIBILITIES

5.1 Shared Maintenance

The County and the City shall maintain the Transit Center and adjacent public facilities as identified and set forth below.

5.2 Routine Maintenance

Routine maintenance includes: emptying litter receptacles; graffiti removal; picking up, sweeping or otherwise removing loose debris from pavement surfaces; washing structures and pavement surfaces of ground in dirt/debris; repairing and/or replacing damaged and/or failing elements; and snow/ice prevention and/or removal. The County reserves the right to remove or alter glass surfaces or other elements that are repeatedly broken.

5.3 Emergency Maintenance

Emergency maintenance includes repairs and/or replacement to elements due to vandalism and/or other damage not attributable to normal wear.

5.4 Refurbishment

Refurbishment includes repair and/or replacement of elements in accordance with each agency's capital replacement program.

5.5 County's Responsibilities

5.5.1 Items Maintained by County

The County agrees that it shall provide the type of maintenance of the following items as identified below:

- A. Routine and emergency maintenance and refurbishment of structures, facilities and systems on the County's parcel north of NE 83rd Street including, the mid-block pedestrian corridor located on the County's parcel; and
- B. Routine and emergency maintenance and refurbishment of pavement, structures and facilities on the comfort station island located within the NE 83rd Street Right-of-Way; and
- C. Routine and emergency maintenance and refurbishment of transit customer shelters and appurtenances within NE 83rd Street Rights-of-Way or on The Edge Skate Park parcel including, litter receptacles, footings and signage; and
- D. Routine and emergency maintenance and refurbishment of lighting systems, if any, within the shelters, comfort station building and landscaping on the comfort station island; and
- E. Routine maintenance only of sidewalk pavement located within NE 83rd Street Right-of-Way and immediately adjacent to the County's parcel south of NE 83rd Street and on County-owned property abutting the south limits of NE 83rd Street.

5.5.2 County Maintenance Frequencies

The County agrees it shall provide maintenance at the Transit Center at frequencies that are applicable for a transit center of similar size, type and level of transit bus service. Similar transit centers currently include Renton and Kirkland, though these facilities may not be considered similar in the future. Maintenance frequencies are as identified in Exhibit B and will be evaluated annually for adjustment based on need and funding availability. The County reserves the right to remove or alter glass surfaces or other elements that are repeatedly broken.

5.6 City's Responsibilities

5.6.1 Items Maintained by City

The City agrees that it shall provide the type of maintenance of the following items as identified below:

- A. Routine and emergency maintenance and refurbishment of NE 83rd Street roadway; and
- B. Routine and emergency maintenance and refurbishment of NE 83rd Street utilities including, storm drainage, water, sanitary sewer; and
- C. Routine and emergency maintenance and refurbishment of NE 83rd Street corridor sidewalks, landscape irrigation, sidewalk and roadway area lighting, pedestrian level lighting, structures and facilities, except the type of maintenance for the areas described above; and
- D. Routine and emergency maintenance and refurbishment of NE 83rd Street corridor landscaping including, street trees; and

- E. Routine and emergency maintenance and refurbishment of landscaping and irrigation on The Edge Skate Park parcel and along the park frontage of NE 83rd Street; and
- F. Routine and emergency maintenance and refurbishment of NE 83rd Street corridor signage including, traffic control signs, corridor wayfinding signs; and
- G. Routine and emergency maintenance and refurbishment of improvements constructed at the intersection of NE 83rd Street/164th Ave NE.

5.6.2 City Maintenance Frequencies

The City agrees it shall provide maintenance at frequencies that are applicable for such items or at the maintenance frequencies identified in Exhibit B, whichever is more stringent. Maintenance frequencies will be evaluated annually for adjustment based on need and funding availability.

5.7 Unidentified Maintenance Items

Maintenance of items not specifically identified herein shall be the responsibility of the party on whose property the improvement is located. If the item is part of a system, then the operator of the system shall be responsible for routine and emergency maintenance and refurbishment of the system.

6. LEGAL RELATIONS

6.1 Parties Benefit

It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No joint ventures or partnership is formed as a result of this Agreement. No employees or agents of the County or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the City.

6.2 Defense, Indemnification and Hold Harmless

Each party hereto agrees to defend, indemnify and hold harmless the other party, and its officers, agents and employees, for all claims (including demands, suits, penalties, loss, damages, costs and liability of any kind whatsoever) which arise out of, are connected with, or are due to the negligent acts or omissions of the indemnifying party, its contractors, employees, agents or representatives in performing its obligations under this Agreement; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply to the work and services under this Agreement and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the parties and their respective contractors, employees, agents, or representatives, each party's obligation hereunder applies only to the extent of the negligence of such party or

its contractor, employees, agents, or representatives. Each party specifically assumes potential liability for actions brought by its own employees against the other and for that purpose specifically waives, as respects the other party only, any immunity under the Worker's Compensation Act, RCW Title 51; and the parties recognizes that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provisions of RCW 4.24.115, if applicable. In the event either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party. In the event a permit, license, or contract related to the Transit Center shall contain an indemnity or hold harmless provision, this section shall supersede such provision and shall control any indemnity issue between the City and the County. The provisions of this section shall survive the expiration or termination of this Agreement.

6.3 Excuse From Performance

Each party shall be excused from performance of any responsibilities and obligations under this Agreement for causes not under its control, including but not limited to incidence of fire, flood, snow, earthquake or other acts of nature, riots, insurrection, accident, order of any court or civil authority, and strikes or other labor actions.

6.4 Failure by Either Party

Performance by one party shall not be construed as a waiver of the party's rights or remedies against the other. Failure by either party at any time to require full and timely performance of any provision of this Agreement shall not waive or reduce the party's right to insist upon complete and timely performance of such provisions thereafter.

6.5 Rights and Remedies

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington in effect on the execution date of this Agreement. Each party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

6.6 Complete Terms

This document is the complete expression of the terms agreed to by the Parties. Any oral or written representation or understandings not incorporated herein are excluded.

7. NOTICE

7.1 Notice to County

All notices to the County required under the terms of this Agreement, unless otherwise specified herein or as may be amended, shall be given in writing and addressed as follows:

King County Department of Transportation
201 South Jackson Street, M.S. KSC-TR-0426
Seattle, Washington 98104-3856
ATTN: Manager of Service Development, Transit Division

7.2 Notice to City

All notices to the City required under the terms of this Agreement, unless otherwise specified herein or as may be amended, shall be given in writing and addressed as follows:

City of Redmond
Public Works Department
PO Box 97010, MS 4NPW
Redmond, Washington
ATTN: Director, Public Works Department

9. TERMINATION

9.1 Termination By the City After Construction Acceptance

Following final acceptance of the construction of the Transit Center, the City may terminate this Agreement: for its convenience and without cause by providing the County with three years advance notice in writing. If the City terminates the Agreement under this subsection the parties will make every reasonable effort to continue operation of the Transit Center. If termination of the Agreement by the City under this subsection results in the Transit Center ceasing operation, the City shall pay to the County all of the costs the County incurred to design and construct the Transit Center, not including the cost of land. Said amount due shall be reduced by a depreciation factor for each year of operation prior to the effective date of termination, assuming straight-line depreciation over a 20 year useful life

9.2 Termination for Default

Either Party may terminate this Agreement for default in the event the other Party materially breaches this Agreement. Termination shall be effected by serving a Notice of Termination by certified mail, return receipt requested, on the other Party setting forth the manner in which said Party is in default and the effective date of termination, which shall

not be less than fourteen (14) calendar days after the date of the notice; provided, however, such termination shall not take effect if the default has been cured within seven (7) calendar days after the date of the notice of termination.

9.3 Termination for Funding

If insufficient funds are appropriated for the County to perform its maintenance or other obligations under this Agreement for a given calendar year, the County shall inform the City and the parties shall meet as soon as possible to discuss modifications in said obligations which would enable operation and maintenance of the Transit Center to continue within the appropriated amount for the coming year. Should the parties be unable to reach agreement on such modifications, the County reserves the right to terminate this Agreement by providing written notice to the City at least thirty days in advance. Such right to terminate shall be in addition to the County's rights to terminate for convenience or default. In accordance with KCC 4.04.040(B)(6), nothing in this Agreement shall be construed to require the County to incur maintenance or other expenses beyond the amount appropriated for a given calendar year.

10. DISPUTE RESOLUTION

The Parties agree to make their best efforts to resolve disputes and other matters arising out of the operation and maintenance of the Transit Center or the ongoing administration of the right-to-use the Transit Center. If the City Project Manager and the County Project Manager cannot resolve an issue, either party may invoke a formal conflict resolution process.

11. SEVERABILITY

If a court of competent jurisdiction holds any provisions of this Agreement invalid, the remainder of this Agreement shall not be affected if such remainder would continue to serve the purposes and objectives originally contemplated.

IN WITNESS WHEREOF, the duly authorized representatives of the City and the County have signed this Agreement.

City of Redmond

King County

By: _____
Mayor, City of Redmond
Rosemarie Ives

By: _____
General Manager, KC Metro Transit
Kevin Desmond

Approved as to form:

Approved as to form:

By: _____
Redmond City Attorney

By: _____
King County Prosecuting Attorney

Attest: _____
City Clerk

EXHIBIT B

REDMOND TRANSIT CENTER Schedule of Maintenance

ROUTINE MAINTENANCE

Empty Litter Receptacles	5 times each week
Sweeping and/or Loose Litter Removal	5 times each week
Pressure Washing	2 times each week
Non-offensive Graffiti Removal	Within 48 hours of notification
Snow/Ice Prevention and/or Removal	As deemed necessary by responsible Party
Preventative Maintenance on Building Systems	Quarterly & annually, as required

EMERGENCY MAINTENANCE

Removal of Broken Glass	Within 24 hours of notification
Repair of broken locks, clogged drains, etc.	Within 24 hours of notification
Unsanitary conditions	As deemed necessary
Offensive Graffiti Removal	Within 24 hours of notification

REFURBISHMENT

Refer to paragraph 5.4